

## Agenda #1

<b>ITEM:</b>	<b>Contract #18-212</b> <b>Agreement to Sell and Purchase Unit 2D, Tribune Plaza</b> <b>121 4<sup>th</sup> Street North, Great Falls, MT 59401</b>
<b>INITIATED &amp; PRESENTED BY</b>	<b>Carey Ann Haight, Deputy County Attorney</b>
<b>ACTION REQUESTED</b>	<b>Approval of Contract #18-212</b>

Madam Chair, I move that the Commissioners disapprove Contract #18-212 for the purchase of Unit 2D of the Tribune Plaza for the purchase price of \$135,000 plus shared closing costs and authorize the Chairman of the Board of County Commissioners to sign all documents necessary to accomplish purchase of Unit 2D of the Executive Plaza.

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between, **Lance C. Brimhall, DDS**, of 121 4<sup>th</sup> Street North, Unit 2D, Great Falls, MT 59401, hereinafter referred to as **SELLER**, and **CASCADE COUNTY, MONTANA**, hereinafter referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER is the owner of real property which is described on Exhibit "A" which is attached hereto and by this reference made a part of this Agreement; and

WHEREAS, BUYER desires to purchase the above-described real property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

1. TERMS: SELLER shall sell and BUYER shall purchase the above-described real property for the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00).
2. TITLE INSURANCE: SELLER shall at their expense furnish BUYER a title policy in the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) insuring title to the subject property to be vested in BUYER free and clear of title defects except as agreed herein. The BUYER shall have ten (10) days after receipt of a commitment for title insurance in which to object to the same, which objections must be in writing and directed to the SELLER and their attorney. Any title defects the BUYER objects to shall be corrected by the SELLER within thirty (30) days. Failure to cure the same by SELLER will result in this contract being cancelled at the discretion of the BUYER, and SELLER shall not be in breach of this Agreement, or incur any penalty or cost if SELLER is unable or unwilling to cure the title defect(s) objected to by BUYER.

SELLER and BUYER acknowledge that SELLER is currently in the process of a quiet title action for the purpose of quieting title to the real property set forth herein in the name of SELLER. The action has been filed and is in process in the Eighth Judicial District, Cascade County under cause number CDV-18-0642 (Lance Brimhall v. Franz E. Linden, et. al.). SELLER is anticipating that the action will be completed in January 2019, and the parties acknowledge the SELLER is not able to close the transaction until the quiet title action is completed.



3. SELLERS' COVENANTS, WARRANTIES AND REPRESENTATIONS:

- a. Priority of Agreement: During the period from the execution hereof until closing, any agreement of SELLER for the sale, use or occupancy of the property to be conveyed to BUYER hereunder shall be subject to this Agreement and all of the rights of BUYER as specified herein.
- b. Title to Property: SELLER will, at Closing, have good, marketable and insurable title to all of the property free and clear of all mortgages, liens, pledges, encroachments, encumbrances, charges, agreements, claim's restrictions, and rights of parties in possession except BUYER agrees to accept title subject to the following:
  - (i) real property taxes and assessments after the date of closing for the year 2018 and subsequent years;
  - (ii) all exceptions, restrictions, reservations, encumbrances and easements of record, and visible easements; and,
  - (iii) any exceptions on the title commitment not objected to by BUYER.
- c. No Condemnation Pending or Threatened: To the best of SELLER'S knowledge, there are no pending or threatened condemnations, eminent domain or similar proceedings affecting the property or any portion thereof, nor does SELLER have any knowledge that any such action is presently contemplated.
- d. Disclosure of Adverse Facts: To the best of SELLER'S knowledge, there is no significant adverse fact or condition relating to the property which has not been specifically disclosed in writing by SELLER to BUYER, and SELLER to the best of SELLER'S knowledge, knows of no fact or condition of any kind or character whatsoever which has not been disclosed and which materially and adversely affects the property or the operation thereof substantially as conducted by SELLER on the date this offer is accepted by SELLER.
- e. Buyer enters into this Agreement in full reliance upon its independent investigation and judgment. No agreements, verbal or other, modify or affect this Agreement.

Buyer has had an opportunity to inspect the real property and it agrees to buy it as is.

Attached hereto and by this reference made a part of this agreement are the following:

Lead Based Paint Disclosure  
Mold Disclosure  
Radon Disclosure

4. TAXES AND ASSESSMENTS: Taxes and assessments on the real property above-described shall be prorated between SELLER and BUYER as of the date of closing. SELLER shall be responsible for said taxes, fees and assessments as of the date of closing and at all times prior thereto; BUYER shall pay all taxes, fees and assessments accruing on the property subsequent to the date of closing. All condominium assessments, including but not limited to regular and special assessments, shall be pro-rated as of the date of closing, with SELLER paying the pro-rated monthly regular assessment (approximately \$406.68 per month) and the pro-rated special assessment (approximately \$1,000.00 per month) due on or before the closing date and BUYER shall be responsible for paying all regular, special and other condominium assessments due after the closing date.
5. SPECIFIC PERFORMANCE: The parties hereto understand and agree that they are each respectively entitled to the remedy of specific performance. In the event legal or equitable action is taken to enforce any provision of this Agreement, the prevailing party is to be awarded their court costs and reasonable attorney's fees, all as determined by the appropriate court.
6. RISK OF LOSS: The parties hereto understand and agree that SELLER shall bear the risk of loss to the real property and appurtenances until title is conveyed at the date of closing.
7. POSSESSION: Possession of the subject premises will be delivered to the BUYER on the date of closing.
8. CLOSING: Closing of the transaction set forth in this Agreement shall occur on or about January \_\_\_\_, 2019 SELLER and BUYER may mutually agree in writing to extend the Closing. The parties agree to prorate taxes, special improvement assessments for the current tax year, if any, as of the date of closing, with the SELLER to pay all those accrued prior to the date of closing and the BUYER paying all those accruing thereafter. The parties agree to share equally in the fee of the closing agent of the transaction. The parties agree to share equally all escrow fees. The BUYER agrees to pay all recording fees. Lastly, the parties shall each pay the fees and costs of their own attorneys.
9. SELLERS' OBLIGATIONS AT CLOSING: On or before Closing, SELLER shall deliver to the Title Company and shall execute as necessary for the SELLER the following closing documents:
  - a. Warranty Deed from SELLER to BUYER.



10. BUYER'S OBLIGATIONS AT CLOSING: On or before Closing, BUYER shall:

- a. Deliver to the Closing Agent certified funds in the amount of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO/100 (\$135,000).
- b. Sign and enter into the Lease Agreement, a copy of which is attached hereto, which leases back from Buyer to Seller UNIT 2D in accordance to the terms of said lease.

11. INSTRUMENTS OF FURTHER ASSURANCE; GOOD FAITH: Each of the parties hereto agree, at their own expense, to execute and deliver to the other at or after the Closing any and all further instruments and documents as either may reasonable request in order to carry out any of the provisions of this Agreement. SELLER and BUYER shall act in good faith in all respects relative to the transactions contemplated hereby.

12. NOTICES: Any notice required or permitted hereunder shall be in writing and shall be deemed delivered if personally delivered or two (2) days after being sent by United States First Class Certified Mail, postage prepaid, to the SELLER or BUYER at the addresses specified herein below:

SELLER: Lance C. Brimhall, DDS  
121 4<sup>TH</sup> Street North Unit 2D  
Great Falls, MT 59401

BUYER: Cascade County  
325 2<sup>nd</sup> Avenue North, Rm 111  
Great Falls, MT 59401

Notice shall be addressed to any other person and address as may be specified from time to time by any party by written notice to the other party.

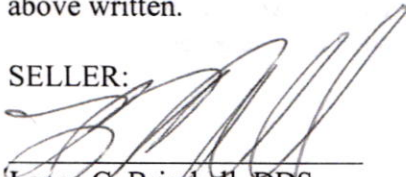
13. PARTIES IN INTEREST; ASSIGNMENTS: This Agreement, and each and every term and provision hereof, shall inure to the benefit of, and be binding upon and enforceable against, BUYER and SELLER hereto and their respective legal representative, successors and assigns.

14. NO THIRD-PARTY BENEFITS: This Agreement is not intended, and shall not be deemed or construed, to confer any rights, power or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as otherwise provided.

15. TITLES AND HEADINGS: Titles and headings to articles, paragraphs and subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions thereof.
16. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
17. TIME IS OF THE ESSENCE: Time is specifically declared to be of the essence of this Agreement, and of acts required to be done and performed by BUYER and SELLER.
18. GOVERNING LAW: This Offer is executed and delivered and is to be performed in, and shall be governed by and construed in accordance with, the laws of the State of Montana.
19. ATTORNEY'S FEES: Should either party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including but not limited to instituting any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the other party for all costs and expenses incurred in connection therewith, including but not limited to reasonable attorney's fees for the services rendered to such prevailing party.
20. ENTIRE AGREEMENT: This Agreement constitutes and contains the entire agreement between SELLER and BUYER and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.
21. AMENDMENT: This Agreement may be amended only by a writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLER:

  
Lance C. Brimhall, DDS



BUYER:

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

ATTEST:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

\_\_\_\_\_  
Rina Fontana Moore, Cascade County  
Clerk and Recorder

\* APPROVED AS TO FORM:  
**Josh Racki, County Attorney**

\_\_\_\_\_  
Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

## EXHIBIT A

Unit 2D, Tribune Plaza, an office condominium, Great Falls, Cascade County, Montana together with 4.3647% undivided interest in the common elements appurtenant thereto, and indoor parking stall #28 and 2 of 34 outdoor parking stalls, located on Lots 1,2,3, and 4, Block 308, Town or Townsite of Great Falls, Cascade County, Montana, with the intended use as a professional office, created by Preliminary Declaration recorded August 29, 1980, in Reel 140, Document 1320, together with all addendums thereto, and by Final Declaration recorded April 17, 1991, in Reel 27, Document 439, together with all amendments thereto.



### LEAD-BASED PAINT DISCLOSURE

Property Address: 121 4<sup>th</sup> Street North Unit A.D. Great Falls, MT 59401

**Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain): \_\_\_\_\_

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

(b) Records and Reports available to the Seller (check one below):  
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows: \_\_\_\_\_

☐ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

**Buyer's Acknowledgment:** Buyer acknowledges as follows:

(c) Buyer has received copies of all information listed in item (b) if any.

- (d) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (e) Buyer has (check one below):

☐ Received a 10 business day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum);

or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

Seller



Date

12/20/18

Buyer

Date




# MOLD DISCLOSURE

Property Address: 121 4<sup>th</sup> Street North Unit A C , Great Falls, MT 59401

Mold Disclosure: There are many types of mold. Inhabitable properties are not, and cannot be, construed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of propensity for mold in a building that is subject to any contract to purchase, rent or lease.

If Seller knows a building located on the property has been tested for such mold, Seller has previously provided or with this Disclosure provides the Buyer a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

  
Seller

12/28/18  
Date

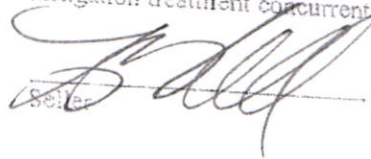
Buyer

Date

# RADON DISCLOSURE STATEMENT

Property Address: 121 4<sup>th</sup> Street North Unit 2.D, Great Falls, MT 59401

Radon Disclosure Statement: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

  
Seller \_\_\_\_\_ Date 12/20/13

Buyer \_\_\_\_\_ Date \_\_\_\_\_



## Agenda # 2

**ITEM:**

## Lease Agreement between Cascade County and Lance C. Brimhall, DDS

**Carey Ann Haight, Deputy County Attorney**

## Approval of Contract #18-213

With the acquisition of Suite 2D of the Executive Plaza, Cascade County will lease back the Unit to Dr. Brimhall for an initial one (1) year term at a rental fee of \$1,450 per month.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

Madam Chair, I move that the Commissioners approve Contract #18-213 a Lease Agreement by and between Cascade County and Lance C. Brimhall, DDS for the lease of Unit 2D in the Tribune Plaza for the monthly rental fee of \$1,450 per month.

Madam Chair, I move that the Commissioners disapprove Contract #18-213 a Lease Agreement by and between Cascade County and Lance C. Brimhall, DDS for the lease of Unit 2D in the Tribune Plaza for the monthly rental fee of \$1,450 per month.

LEASE AGREEMENT

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between CASCADE COUNTY, hereinafter referred to as the LESSOR, and Lance C. Brimhall D.D.S., 121 4<sup>th</sup> Street North Unit 2D, Great Falls, MT 59401, hereinafter referred to as the LESSEE.

WITNESSETH

1. The LESSOR for and in consideration of the rents to be paid and of the covenants and conditions hereof to be kept and performed by the LESSEE does hereby lease unto the LESSEE those certain premises located in the Executive Plaza Building, described as follows:

Suite 2D, Executive Plaza Building, 121 4<sup>th</sup> Street North, Great Falls, Montana, as shown in Exhibit A, approximately 1105 square feet (hereinafter referred to as "premises").

2. The primary term of this lease shall be for one (1) year commencing on, February 1, 2019, and ending on January 31, 2020. LESSEE and LESSOR are in the process of a sale transaction in which LESSEE is selling LESSOR the leased premises, and the parties agree that this Lease Agreement is contingent upon the successful closing of the sale. Upon successfully completing the closing, the commencement of the primary lease term shall be adjusted to the date in January 2019 immediately following the closing of the sale transaction and, in that event, rent shall be paid for the month of January 2019 by LESSEE on a pro-rated basis. Following commencement of this Lease Agreement, LESSEE may terminate the primary term of this Lease Agreement upon 120 days written notice to LESSOR, and following said time frame, no further rent, penalty, or obligation shall be due from LESSEE, so long as LESSEE'S possession and/or occupancy shall have ceased. In the event that LESSEE remains in possession of the leased premises following the 120 days set forth herein,

LESSEE'S possession and occupancy shall be considered as that of a hold-over and a trespasser under the law. LESSOR shall upon have the right to evict LESSEE, in addition to pursuing all other rights as set forth in law and as further provided for in this Agreement.

3. LESSEE shall be entitled to renew this lease on the same terms and conditions annually upon completion of the initial one (1) year term if mutually agreed upon by the LESSOR and LESSEE. LESSEE may renew this lease by giving to the LESSOR written notice of such intention to renew at least one hundred twenty (120) days prior to the expiration of the then existing term. In the event no mutually agreed upon renewal term is signed by the parties prior to the expiration of the lease term, LESSEE's possession and occupancy shall be considered that of a hold-over and a trespasser under the law. In such event, LESSOR shall have the right to evict LESSEE, in addition to pursuing all other rights as set forth in law and as further provided for in this Agreement.
4. LESSEE shall be entitled to possession of the premises on the commencement date and agrees to use the premises for Professional and business offices and related purposes and only for such purposes. LESSEE will not permit the premises to be used for any unlawful activity or purpose.
5. As and for rent, the LESSEE shall pay to the LESSOR at 121 4<sup>th</sup> Street North Suite 2H/I, Great Falls, Montana, the sum of ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$1450.00) per month commencing January 1, 2019 until termination of this Lease.
6. The LESSOR shall furnish heat, air conditioning, lights and electricity. The LESSOR shall also furnish utilities, janitorial service and elevator service for the building's common area. The LESSEE will furnish its own janitorial services within its leased area. LESSEE shall be responsible for its own telephone service and cleaning of the carpets in the leased premises. LESSOR shall be responsible for cleaning the outsides of the windows. LESSEE shall be responsible for cleaning the inside of the windows.



7. The LESSOR shall pay all taxes and assessments on the building and real estate. The LESSEE shall pay all taxes and assessments on its personal property and business equipment and furniture located in the leased premises.
8. Casualty insurance on the real estate is currently covered by a policy held by Executive Plaza Association. A copy of the policy has been made available to the LESSEE and the terms and conditions are satisfactory to the LESSEE. LESSOR agrees to maintain the current coverage or like coverage on the building, the leased premises, and those improvements furnished by LESSOR pursuant to this lease. LESSEE shall provide casualty insurance as it desires covering LESSEE's property and any improvements provided by LESSEE.
9. In the event that LESSEE's premises are destroyed by fire, the elements, or other casualty, or if the same are partially destroyed so as to render the premise unfit for use, then in any of such events, the rentals to be paid by LESSEE shall be waived during the period that LESSEE's premises cannot be used as contemplated by this Lease. In the event a portion of LESSEE's premises can be used, then LESSEE shall be entitled for the time necessary to make repairs to a proportionate reduction of rent for the number of unusable square feet upon said premises. Notwithstanding any provisions hereof, in the event LESSEE's premises are substantially destroyed by fire or the elements, LESSOR shall have the option of determining whether or not to repair and refurbish said premises and restore them to their original condition. If LESSOR chooses not to repair or refurbish the premises, then this lease shall automatically and forthwith be terminated. If LESSOR elects to repair and refurbish the said premises and commences such repair within sixty (60) days from date of destruction, then the payment of rentals which shall have been agreed upon shall be resumed by LESSEE as soon as the premises are repaired and ready for occupancy. In the event LESSOR does not commence repairs to the premises within

such sixty (60) day period but does elect to repair the building, LESSEE shall not be obligated to continue with this lease by may, in its sole and only discretion, elect to terminate said lease.

10. In case any rent shall not be paid when due and payable and if the same remains unpaid for a period of ten (10) days after written notice from the LESSOR, or if the LESSEE breaches or is in default under any other terms and conditions of this lease for a period of thirty (30) days after written notice thereof, given by the LESSOR to the LESSEE, or if the LESSEE shall abandon the premises and the same become deserted or vacated, then the LESSOR in addition to any other rights or remedies it may have shall have the immediate right to re-entry and may remove all persons and property from the said premises. Should the LESSOR elect to re-enter, as herein provided or should LESSOR take possession pursuant to legal proceeding or pursuant to any notice provided for by law, LESSOR may either terminate this lease or LESSOR may from time to time, without terminating this lease re-let said premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable with the right to make alterations and repairs to said premises. The rents received by the LESSOR from such reletting shall be applied first to the payment of any indebtedness, other than rent due hereunder from the LESSEE to the LESSOR; second to payment of any cost and expenses of such reletting and of such alteration and repair; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by LESSOR to apply to the payment to future rents as the same become due and payable hereunder. No such reentry or taking possession of said premises by LESSOR shall be construed as an election on LESSOR's part to terminate this lease unless a written notice of such intention be given to LESSEE. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this lease for such previous breach by giving written notice thereof to LESSEE. Should LESSOR at any time terminate this lease for any breach, in addition to

any other remedy it may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent received in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the stated term, all of the which amount shall be immediately due and payable from LESSEE to LESSOR.

11. Any notice required or permitted under this Lease agreement shall be deemed sufficiently given or served if sent by registered or certified mail to LESSOR at 121 4<sup>th</sup> Street N, Suite 2H/I, Great Falls, MT 59401, and to LESSEE at Suite D, Executive Plaza Building, 121 4<sup>th</sup> Street North, Great Falls, MT 59401. Either party may, by written notice at any time during the term of this lease, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.
12. The LESSEE May not assign this lease nor sublet any portion of the lease premises without the written consent of the LESSOR first had and obtained. Consent to assignment shall not unreasonably be withheld.
13. Neither this lease nor any interest therein shall be an asset of the LESSEE in bankruptcy or in the event of an assignment for benefit of creditors or otherwise, and this Lease shall not be assignable as to the interest of the LESSEE by operation of Law, judicial action or process, and in the event of bankruptcy, assignment for the benefit of creditors, or in the event that any action is filed by or against the LESSEE under any of the provisions of the bankruptcy laws of the United States, which is not released or discharged within sixty (60) days after written notice, then this lease shall immediately terminate and the LESSOR shall be immediately entitled to possession of said premises.



14. Time is of the essence of this agreement and any indulgence or waiver of due performance or of any other breach of this agreement by the LESSEE shall not be deemed or construed as a waiver by the LESSOR of any other or subsequent breach nor shall indulgence by the LESSOR in extending the time of performance in any given instance be deemed or construed as a waiver of the provision that time is of the essence as to any other or subsequent breach or breaches.
15. The covenants, terms and conditions herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.
16. All items of equipment, furnishings, and trade fixtures shall remain the property of LESSEE and may be removed by the LESSEE at termination of this lease. LESSEE shall repair any damage to the building or to LESSEE's improvements therein caused by such removal.
17. The LESSEE, upon vacating the premises at the termination of this lease, shall leave the premises in clean and undamaged condition except for normal wear and tear.
18. The building in which these premises are located is operated under a condominium association known as Executive Plaza Association. The LESSEE shall conform to the Association's rules and regulations, including those of the common facilities. These rules may change from time.
19. LESSEE shall have full use of three parking stalls, location to be determined by the LESSOR.
20. This lease is the entire agreement between the parties and no modification hereof shall be made, except in writing signed by both parties.
21. This lease shall be construed, under the laws of the State of Montana, and shall be binding upon and inure to the benefit of the respective parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed by their proper officers thereunto duly authorized the day and year first hereinabove written.

LESSEE:

  
Lance C. Brimhall, D.D.S.

LESSOR:

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

ATTEST:

On this \_\_\_\_ day of \_\_\_\_\_, 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

\_\_\_\_\_  
Rina Fontana Moore, Cascade County  
Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
Deputy County Attorney

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

#### EXHIBIT A

Unit 2D, Tribune Plaza, an office condominium, Great Falls, Cascade County, Montana together with 4.3647% undivided interest in the common elements appurtenant thereto, and indoor parking stall #28 and 2 of 34 outdoor parking stalls, located on Lots 1,2,3, and 4, Block 308, Town or Townsite of Great Falls, Cascade County, Montana, with the intended use as a professional office, created by Preliminary Declaration recorded August 29, 1980, in Reel 140, Document 1320, together with all addendums thereto, and by Final Declaration recorded April 17, 1991, in Reel 27, Document 439, together with all amendments thereto.



## LEAD-BASED PAINT DISCLOSURE

Property Address: 121 4<sup>th</sup> Street North Unit 2, 3, 4, Great Falls, NJ 07031

**Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

(a) Presence of lead-based paint and/or lead-based paint hazards:  
(check one below):

☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property.  
(explain): \_\_\_\_\_

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

(b) Records and Reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

**Buyer's Acknowledgment:** Buyer acknowledges as follows:

(c) Buyer has received copies of all information listed in item (b) if any.

(d)

Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

(e)


Buyer has (check one below)

☐ Received a 10 business day opportunity (or shorter business day agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum);

or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

  
Seller

12/20/18  
Date

Buyer

Date

## MOLD DISCLOSURE

Property Address: 121 4<sup>th</sup> Street North Unit A-10, Great Falls, MT 59401

Mold Disclosure: There are many types of mold. Inhabitable properties are not, and cannot be, construed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of propensity for mold in a building that is subject to any contract to purchase, rent or lease.

If Seller knows a building located on the property has been tested for such mold, Seller has previously provided or with this Disclosure provides the Buyer a copy of the results of that test (if available) and evidence of any subsequent mitigation or treatment.

Seller: 

Date: 12/28/18

Buyer: \_\_\_\_\_

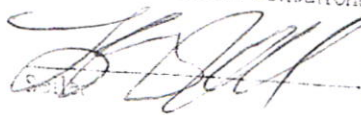
Date: \_\_\_\_\_



# RADON DISCLOSURE STATEMENT

Property Address: 121 4<sup>th</sup> Street North Unit 200, Great Falls, MT 59401

Radon Disclosure Statement: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-505. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

 12/20/08

Date

Buyer

Date

**December 31, 2018**

**Agenda #3**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Resolution #18-86  
Budget Appropriation increasing funds for the  
Comprehensive Insurance Fund #2190

**INITIATED AND PRESENTED BY:** Linda Cargill, Risk/Safety Manager

**ACTION REQUESTED:** Approval of Resolution #18-86

---

**BACKGROUND:**

The purpose of this resolution is to amend the budget for the Comprehensive Insurance Fund #2190. Payments for deductibles of claims were not anticipated at the time the final budget was adopted, so an increase in budget is needed to cover the costs. Appropriations require an increase of \$40,000 which is offset by existing cash reserves in that fund.

**RECOMMENDATION:** Approval of Resolution #18-86.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission approve Resolution #18-86 increasing the appropriation for the Comprehensive Insurance Fund in the amount of \$40,000 offset by existing cash reserves.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission disapprove Resolution #18-86 increasing the appropriation for the Comprehensive Insurance Fund in the amount of \$40,000 offset by existing cash reserves.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET  
APPROPRIATION WITHIN CASCADE COUNTY  
COMPREHENSIVE INSURANCE FUND**

**RESOLUTION 18-86**

**WHEREAS**, the Comprehensive Insurance Fund (#2190) is for the purpose of accounting for Property and Liability insurance costs for Cascade County's general operations; and

**WHEREAS**, the adopted budget did not adequately fund an amount for the deductibles expense in the current fiscal year for past and present insurance claims; and

**WHEREAS**, the Comprehensive Insurance Fund #2190 budget requires an increase in expenses in the amount of \$40,000 offset by existing cash reserves for the period of July 1, 2018 through June 30, 2019; and

**WHEREAS**, a budget amendment is necessary to increase the budget authority to appropriate sufficient amounts to pay insurance claims deductibles for fiscal year 2019' and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 31st Day of December 2018.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
JANE WEBER, CHAIRMAN

\_\_\_\_\_  
JOE BRIGGS, COMMISSIONER

\_\_\_\_\_  
JAMES L. LARSON, COMMISSIONER

**ATTEST:**

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke



Attachment A

To: Cascade County Board of Commissioners

CFDA #

Responsible Department: Risk / Safety

Prepared by: Linda Cargill

Please approve the following budget changes:

Explanation of budget changes:

Changes authorized by:

Jeff Mora

---

Print Name \_\_\_\_\_

Financial Officer David Emberton Date 12/20/18



# Budget Performance Report

Fiscal Year to Date 12/20/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
<b>Fund 2190 - Comprehensive Insurance</b>										
REVENUE										
Department 000 - Revenue										
<b>31</b>										
31.1010	Real Property Taxes	81,214.00	.00	81,214.00	.00	.00	39,778.63	41,435.37	49	78,261.97
31.1020	Personal Property Taxes	1,236.00	.00	1,236.00	.00	.00	372.11	863.89	30	2,095.26
31.2000	Penalty & Interest	.00	.00	.00	.00	.00	13.56	(13.56)	+++	86.46
31.6000	Entitlement Levy Tax Tran	.00	.00	.00	.00	.00	.00	.00	+++	59.32
<b>31 - Totals</b>		<b>\$82,450.00</b>	<b>\$0.00</b>	<b>\$82,450.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,164.30</b>	<b>\$42,285.70</b>	<b>49%</b>	<b>\$80,503.01</b>
<b>33</b>										
33.3040	Payment in Lieu of Taxes	.00	.00	.00	.00	.00	.00	.00	+++	426.26
33.5230	Entitlement Revenue	2,217.00	.00	2,217.00	554.33	.00	1,108.66	1,108.34	50	2,198.88
<b>33 - Totals</b>		<b>\$2,217.00</b>	<b>\$0.00</b>	<b>\$2,217.00</b>	<b>\$554.33</b>	<b>\$0.00</b>	<b>\$1,108.66</b>	<b>\$1,108.34</b>	<b>50%</b>	<b>\$2,625.14</b>
<b>36</b>										
36.2001	Insurance Reimbursement	115,000.00	.00	115,000.00	.00	.00	27,078.87	87,921.13	24	41,194.60
<b>36 - Totals</b>		<b>\$115,000.00</b>	<b>\$0.00</b>	<b>\$115,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,078.87</b>	<b>\$87,921.13</b>	<b>24%</b>	<b>\$41,194.60</b>
Department 000 - Revenue Totals		<b>\$199,667.00</b>	<b>\$0.00</b>	<b>\$199,667.00</b>	<b>\$554.33</b>	<b>\$0.00</b>	<b>\$68,351.83</b>	<b>\$131,315.17</b>	<b>34%</b>	<b>\$124,322.75</b>
Department 230 - Risk/Safety										
<b>36</b>										
36.2009	Risk/Safety Reimbursements	.00	.00	.00	.00	.00	.00	.00	+++	22,656.99
<b>36 - Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$22,656.99</b>
Department 230 - Risk/Safety Totals		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$22,656.99</b>
REVENUE TOTALS		<b>\$199,667.00</b>	<b>\$0.00</b>	<b>\$199,667.00</b>	<b>\$554.33</b>	<b>\$0.00</b>	<b>\$68,351.83</b>	<b>\$131,315.17</b>	<b>34%</b>	<b>\$146,979.74</b>
EXPENSE										
Department 230 - Risk/Safety										
Function A0400 - Administrative Services										
<b>200</b>										
200.220	Operating Supplies	10,050.00	.00	10,050.00	.00	409.47	1,788.66	7,851.87	22	11,583.82
200.230	Repair & Maint. Supplies	.00	.00	.00	.00	.00	726.94	(726.94)	+++	181.71
<b>200 - Totals</b>		<b>\$10,050.00</b>	<b>\$0.00</b>	<b>\$10,050.00</b>	<b>\$0.00</b>	<b>\$409.47</b>	<b>\$2,515.60</b>	<b>\$7,124.93</b>	<b>29%</b>	<b>\$11,765.53</b>
<b>300</b>										
300.350	Professional Services	450.00	.00	450.00	.00	.00	.00	450.00	0	2,270.00
300.360	Repair & Maint. Services	.00	.00	.00	200.00	.00	200.00	(200.00)	+++	920.00
<b>300 - Totals</b>		<b>\$450.00</b>	<b>\$0.00</b>	<b>\$450.00</b>	<b>\$200.00</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$250.00</b>	<b>44%</b>	<b>\$3,190.00</b>
Function A0400 - Administrative Services Totals		<b>\$10,500.00</b>	<b>\$0.00</b>	<b>\$10,500.00</b>	<b>\$200.00</b>	<b>\$409.47</b>	<b>\$2,715.60</b>	<b>\$7,374.93</b>	<b>30%</b>	<b>\$14,955.53</b>
Department 230 - Risk/Safety Totals		<b>\$10,500.00</b>	<b>\$0.00</b>	<b>\$10,500.00</b>	<b>\$200.00</b>	<b>\$409.47</b>	<b>\$2,715.60</b>	<b>\$7,374.93</b>	<b>30%</b>	<b>\$14,955.53</b>
Department 382 - Comprehensive Insurance										
Function K0330 - Comp Liability Insurance										
<b>200</b>										
200.230	Repair & Maint. Supplies	80,000.00	(10,000.00)	70,000.00	2,050.50	.00	13,191.24	56,808.76	19	53,712.99
<b>200 - Totals</b>		<b>\$80,000.00</b>	<b>(\$10,000.00)</b>	<b>\$70,000.00</b>	<b>\$2,050.50</b>	<b>\$0.00</b>	<b>\$13,191.24</b>	<b>\$56,808.76</b>	<b>19%</b>	<b>\$53,712.99</b>



# Budget Performance Report

Fiscal Year to Date 12/20/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2190 - Comprehensive Insurance										
EXPENSE										
Department 382 - Comprehensive Insurance										
Function K0330 - Comp Liability Insurance										
<b>300</b>										
300.350	Professional Services	20,000.00	.00	20,000.00	.00	.00	4,081.16	15,918.84	20	17,968.82
300.360	Repair & Maint. Services	85,000.00	(10,000.00)	75,000.00	312.50	.00	6,761.30	68,238.70	9	61,621.11
300.390	Other Purchased Services	3,000.00	.00	3,000.00	.00	.00	220.00	2,780.00	7	1,471.50
<b>300 - Totals</b>		<b>\$108,000.00</b>	<b>(\$10,000.00)</b>	<b>\$98,000.00</b>	<b>\$312.50</b>	<b>\$0.00</b>	<b>\$11,062.46</b>	<b>\$86,937.54</b>	<b>11%</b>	<b>\$81,061.43</b>
<b>500</b>										
500.510	Insurance	249,328.00	.00	249,328.00	.00	.00	249,327.35	.65	100	228,843.61
<b>500 - Totals</b>		<b>\$249,328.00</b>	<b>\$0.00</b>	<b>\$249,328.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$249,327.35</b>	<b>\$0.65</b>	<b>100%</b>	<b>\$228,843.61</b>
<b>800</b>										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	77.53
800.812	Insurance Deductibles	35,000.00	20,000.00	55,000.00	3,060.00	.00	53,633.78	1,366.22	98	14,767.40
<b>800 - Totals</b>		<b>\$35,000.00</b>	<b>\$20,000.00</b>	<b>\$55,000.00</b>	<b>\$3,060.00</b>	<b>\$0.00</b>	<b>\$53,633.78</b>	<b>\$1,366.22</b>	<b>98%</b>	<b>\$14,844.93</b>
Function K0330 - Comp Liability Insurance Totals		\$472,328.00	\$0.00	\$472,328.00	\$5,423.00	\$0.00	\$327,214.83	\$145,113.17	69%	\$378,462.96
Department 382 - Comprehensive Insurance Totals		\$472,328.00	\$0.00	\$472,328.00	\$5,423.00	\$0.00	\$327,214.83	\$145,113.17	69%	\$378,462.96
EXPENSE TOTALS		\$482,828.00	\$0.00	\$482,828.00	\$5,623.00	\$409.47	\$329,930.43	\$152,488.10	68%	\$393,418.49
Fund 2190 - Comprehensive Insurance Totals										
REVENUE TOTALS		199,667.00	.00	199,667.00	554.33	.00	68,351.83	131,315.17	34%	146,979.74
EXPENSE TOTALS		482,828.00	.00	482,828.00	5,623.00	409.47	329,930.43	152,488.10	68%	393,418.49
Fund 2190 - Comprehensive Insurance Totals		(\$283,161.00)	\$0.00	(\$283,161.00)	(\$5,068.67)	(\$409.47)	(\$261,578.60)	(\$21,172.93)		(\$246,438.75)
Grand Totals										
REVENUE TOTALS		199,667.00	.00	199,667.00	554.33	.00	68,351.83	131,315.17	34%	146,979.74
EXPENSE TOTALS		482,828.00	.00	482,828.00	5,623.00	409.47	329,930.43	152,488.10	68%	393,418.49
Grand Totals		(\$283,161.00)	\$0.00	(\$283,161.00)	(\$5,068.67)	(\$409.47)	(\$261,578.60)	(\$21,172.93)		(\$246,438.75)





# Trial Balance Listing

Through 12/20/18  
Detail Balance Sheet Listing  
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 2190 - Comprehensive Insurance						
101.000	Cash	347,593.24	68,369.98	339,206.98	76,756.24	353,304.17
113.000	2000 Real Estate & Proir	367.81	.00	.00	367.81	367.81
113.010	'01 Del. Real Taxes Rec.	25.88	.00	.00	25.88	25.88
113.020	'02 Current Real Estate	42.70	.00	.00	42.70	42.70
113.030	'03 Current Real Estate	76.75	.00	.00	76.75	76.75
113.040	'04 Current Real Estate	81.22	.00	.00	81.22	81.22
113.050	2005 Current Real Estate	42.40	.00	.00	42.40	42.40
113.060	2006 Current Real Estate	89.10	.00	.00	89.10	89.10
113.070	2007 Current Real Estate	23.91	.00	.00	23.91	24.04
113.080	2008 Current Real Estate	110.98	.00	.00	110.98	110.98
113.090	2009 Current Real Estate	35.67	.00	.00	35.67	35.67
113.100	2010 Current Real Estate	63.34	.00	.40	62.94	63.34
113.110	2011 Current Real Estate	124.26	.00	1.43	122.83	127.98
113.120	2012 Current Real Estate	132.85	.00	4.60	128.25	135.01
113.130	2013 Current Real Estate	143.42	.00	3.14	140.28	143.42
113.140	2014 Current Real Estate	196.95	.00	4.82	192.13	199.48
113.150	2015 Current Real Estate	154.62	.00	23.84	130.78	164.94
113.160	2016 Current Real Estate	125.92	.00	40.72	85.20	168.14
113.170	2017 Current Real Estate	1,659.91	.00	1,611.91	48.00	42,970.29
113.180	2018 Current Real Estate	.00	81,141.93	39,655.44	41,486.49	.00
115.060	'06 Pers Prop Taxes Rec	77.78	.00	.00	77.78	80.01
115.070	'07 Pers Prop Taxes Rec	145.56	.00	.00	145.56	150.44
115.080	'08 Pers Prop Taxes Rec	33.88	.00	.00	33.88	34.42
115.090	'09 Pers Prop Taxes Rec	149.04	.00	.00	149.04	149.20
115.100	'10 Pers Prop Taxes Rec	70.00	.00	.25	69.75	70.34
115.110	'11 Pers Prop Taxes Rec	176.30	.00	1.08	175.22	181.00
115.120	'12 Pers Prop Taxes Rec	265.44	.00	.20	265.24	278.70
115.130	'13 Pers Prop Taxes Rec	234.04	.00	1.30	232.74	248.95
115.140	'14 Pers Prop Taxes Rec	148.86	.00	5.10	143.76	166.84
115.150	'15 Pers Prop Taxes Rec	218.52	.00	9.08	209.44	253.68
115.160	'16 Pers Prop Taxes Rec	235.61	.00	16.61	219.00	279.77
115.170	'17 Pers Prop Tax Rec	191.07	18.15	43.19	166.03	585.20
115.180	'18 Pers Prop Tax Rec	467.36	.06	347.25	120.17	.00
116.000	Protested Taxes Rec.	6,083.58	1,555.63	.00	7,639.21	1,213.87
122.100	All for Uncollected A/R	(1,716.94)	.00	.00	(1,716.94)	(1,639.41)
202.000	Accounts Payable	(9,258.40)	339,188.83	329,930.43	.00	.00
223.100	Deferred Revenue - Real	(3,497.69)	41,346.30	81,141.93	(43,293.32)	(44,869.15)
223.200	Deferred Revenue - Pers	(2,413.46)	424.06	18.21	(2,007.61)	(2,478.55)
223.400	Protest Tax Deferred Revenue	(6,083.58)	.00	1,555.63	(7,639.21)	(1,213.87)



# Trial Balance Listing

Through 12/20/18

Detail Balance Sheet Listing

Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 2190 - Comprehensive Insurance						
260.110	Committed Fund Balance	(112,293.80)	.00	.00	(112,293.80)	(112,293.80)
260.200	Assigned Fund Balance	(224,324.10)	.00	.00	(224,324.10)	(470,762.85)
	Fund Revenues	.00	18.15	68,369.98	(68,351.83)	(84,260.03)
	Fund Expenses	.00	358,724.21	28,793.78	329,930.43	315,651.92
Fund 2190 - Comprehensive Insurance Totals		\$0.00	\$890,787.30	\$890,787.30	\$0.00	\$0.00
Grand Totals		\$0.00	\$890,787.30	\$890,787.30	\$0.00	\$0.00

## Agenda #4

**ITEM: Contract #18-214**  
**Sub-Entity Agreement for MACoHCT Group**  
**Benefit Plan Coverage with Community Health Care Center**

**ACTION REQUESTED**      **Approval of Contract #18-214**

The Community Health Care Center, Inc. will be operating as a separate stand-alone entity from Cascade County as of January 1, 2019. Cascade County has committed to assist the Community Health Care Center with its successful independence. As part of that support, Cascade County has agreed to allow the Community Health Care Center to contract with Cascade County as a sub-entity under Cascade County's Membership in the MACo Health Care Trust Group Benefit Plan so that the Community Health Care Center's eligible employees, and their dependents, can avail themselves of the MACo health coverage plans enjoyed by Cascade County's employees and elected officials. This agreement memorialized the terms and conditions under which the County's MACo Health Care Trust will be made available to the Clinic.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

Madam Chair, I move that the Commissioners approve Contract #18-214 the Sub-Entity Agreement for MACoHCT Group Benefit Plan Coverage between Cascade County and the Community Health Care Center, Inc.

Madam Chair, I move that the Commissioners disapprove Contract #18-214 the Sub-Entity Agreement for MACoHCT Group Benefit Plan Coverage between Cascade County and the Community Health Care Center, Inc.



**SUB-ENTITY AGREEMENT FOR  
MACoHCT GROUP BENEFIT PLAN COVERAGE**

CONTRACT

18-214

This Sub-Entity Agreement is entered into this 31<sup>st</sup> day of December, 2018, between the Cascade County ("County" or "Cascade County"), a political subdivision of the State of Montana, with its principal offices located at 325 2<sup>nd</sup> Avenue North, Suite 103, Great Falls, Montana; and the Community Health Care Center, Inc. ("CHCC"), a non-profit federally qualified health care center duly organized and existing under the laws of Montana with its principal offices located at 325 2<sup>nd</sup> Avenue North, Suite 114, Great Falls, Montana.

**THE PARTIES AGREE TO THE FOLLOWING RECITALS:**

WHEREAS, Article XI, Section 7 of the Montana Constitution provides that a political subdivision may:

- a) cooperate in the exercise of a function, power, or responsibility with,
- b) share the services of any officer or facilities with, and
- c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state or the United States; and

WHEREAS, Mont. Code. Ann. § 2-18-702, authorizes counties to enter into group medical, health, including long-term disability, accident or group life insurance contracts or plans for the benefit of their officers and employees and their dependents; and

WHEREAS, Mont. Code. Ann. § 2-18-711, permits the establishment of group programs by local government entities to provide employee group benefits as defined in Mont. Code Ann. § 2-9-212(3)(a); and

WHEREAS, Cascade County has executed the Montana Association of Counties Health Care Trust Agreement and Declaration of Trust Amended and Restated Effective as of September 22, 2015, ("Agreement and Declaration of Trust Amended and Restated"), with the Montana Association of Counties (MACo), as a Member Entity, joining together with other Montana County Member Entities for the purposes of establishing a group benefit plan ("MACoHCT), providing health, medical, dental, vision, life insurance and such other related benefits as may from time to time seem advantageous to their officers and employees; and

WHEREAS, pursuant to Mont. Code Ann. § 2-18-702(b), the governing body of a county, may, at its discretion, consider the employees of a private health center to be employees of the county solely for the purpose of participation in group hospitalization, medical, health, including long-term disability, accident, or group life insurance contracts or plans; and

WHEREAS, on or about May 1, 2018, Cascade County, by mutual agreement with CHCC relinquished the Heath Center grant awarded to Cascade County in support of the CHCC's efforts to separate from the County and begin operations as a stand-alone community health care center; and

WHEREAS, as of January 1, 2019, the CHCC will, by mutual agreement with County, be officially separated from the County and operating as a wholly independent health care center entity separate from Cascade County; and

WHEREAS, the CHCC, as a wholly independent entity, will employ staff, personnel and other employees as necessary to conduct the official business of the CHCC; and



WHEREAS, CHCC has requested that County make its MACoHCT group benefit plan available to CHCC staff, personnel and employees who may elect to obtain coverage as authorized under state law and the Agreement and Declaration of Trust Amended and Restated; and

WHEREAS, pursuant to Mont. Code Ann. § 2-18-702(b), the governing body of the county may require a health center to pay the actual costs of coverage required for participation or may, at its discretion and subject to any restriction on who may be a member of a group, pay all or part of the costs of coverage of the employee organization; and

WHEREAS, Cascade County has determined that it is in its own best interest, and in the public interest that this Sub-Entity Agreement be executed making the MACoHCT coverage available to the CHCC as a Sub-Entity under Cascade County's MACoHCT group benefit plan;

NOW, THEREFORE, inconsideration of the mutual benefits, promises and agreements set forth below, the parties hereby agree as follows:

#### **SUB-ENTITY BINDING COMMITMENT**

CHCC hereby agrees that it shall participate as a Sub-Entity in MACo's Agreement and Declaration of Trust Amended and Restated through Cascade County's Member Entity status. Cascade County, as a Member Entity of MACo's Agreement and Declaration of Trust Amended and Restated accepts CHCC's Sub-Entity participation subject to the terms and conditions of this Sub-Entity Agreement. Additionally, CHCC agrees, acknowledges and understands that its participation in the MACoHCT is as a Sub-Entity and therefore derivatively based upon County's participation in the MACoHCT and further, that as a Sub-Entity, it is irrevocably bound, to the same degree and extent as Cascade County is, to and by the following:

- a. Agreement and Declaration of Trust Amended and Restated a copy of which is attached hereto and incorporated by reference and as may be amended in the future;
- b. "The Master and Summary Plan Descriptions of the MACoHCT and as may be amended in the future;
- c. The contracts or policies of insurance entered into by the MACoHCT which cover any participants of the Member Group currently in force and as may be amended in the future;
- d. Any policies, rules and regulations pertaining to the administration of the employee benefit programs as these documents and rules may be amended from time to time; and
- e. Any subsequent amendments to the Agreement and Declaration of Trust Amended and Restated, the Master and Summary Plan Descriptions of MACoHCT, the contracts or policies of insurance entered into by the MACoHCT which cover any participants of the Employer Group, and any rules and regulations concerning the administration of the employee benefit program adopted by the Members of the Trust or the Trustees in accordance with the Agreement and Declaration of Trust Amended and Restated.

#### **CONTRIBUTIONS**

See Section 7: Member Entity Responsibilities and Powers and Section 16: Membership Termination of the MACoHCT Agreement and Declaration of Trust Amended and Restated.

Rates will be set annually for each coverage year as provided in Section 5.05 of the Agreement and Declaration of Trust Amended and Restated. Billing will be at the rates so established. As a Member Entity, County is responsible for payment at the rates so established and until timely notice of withdrawal from the



Trust may be made by County and becomes effective. CHCC shall be pro-rata responsible for its share of the Rates so set and billed for CHCC's participants to County.

Contributions shall be based upon the billing report prepared by the contract administrator which shall be billed to County as the Member Entity. CHCC shall be pro-rata responsible for its share of the Contributions billed to County for CHCC's participants. Past deletions and enrollments for CHCC's participants will be paid for as billed. Billing adjustments for CHCC's participants will only be applied retroactively for a maximum credit of two months and only to the extent such billing adjustments have been credited to County by MACoHCT.

Cascade County is responsible for the premium bill being "paid as billed" for all individuals covered under the County's plan. Accordingly, Cascade County will collect the appropriate premiums from CHCC and remit them to MACoCT each month along with Cascade County's premiums. CHCC shall be responsible for remitting billed premiums to Cascade County on a timely basis.

In addition, CCHC recognizes that Cascade County, as the Member Entity will be administering and managing the MACoHCT plan on behalf of CHCC and as a result will be incurring costs which will be directly attributable to administration of CHCC's participants in the MACoHCT under this Sub-Entity Agreement. As the parties hereto have no prior course of dealing upon which to base anticipated costs which will be incurred by Cascade County in administering CHCC's participation as a Sub-Entity hereunder, the parties hereby establish an initial fee of two percent (2%) of the CHCC's participating premium which shall be payable to County in addition to the Contributions set forth hereinabove. The initial fee shall be reviewed by County as of March 1, 2019, to determine if such percentage is sufficient to fully compensate County for its actual costs in administering and managing the MACoHCT plan for CHCC. CHCC recognizes that Cascade County, as a government entity, must be made whole for its costs in serving as administrator of the MACoHCT plan for CHCC. Accordingly, in the event that such percentage is not sufficient, CHCC hereby consents to the unilateral adjustment of the percentage by County so that County is not subsidizing the cost for the administration of the MACoHCT plan. County shall notify CHCC in writing in advance of the next billing cycle should an increase to the percentage be required. From and after March 1, 2019, Cascade County reserves the right to periodically review its actual costs in administering and managing the MACoHCT plan for CHCC and to adjust such percentage accordingly. County shall notify CHCC in writing in advance of the next billing cycle should future increases to the percentage be required.

#### **SUB-ENTITY PARTICIPATION REQUIREMENTS**

See Section 7: Member Entity Responsibilities and Powers of the MACoHCT Agreement and Declaration of Trust Amended and Restated for Member Group participation requirements.

County, as a Member Entity is required to complete a Group Participation Verification Form each year on or around the anniversary of its participation in the Trust. Accordingly, Sub-Entity shall be concurrently required and shall fully cooperate and complete a Group Participation Verification Form at the specified time. TIME IS OF THE ESSENCE.

CHCC acknowledges that MACoHCT has reserved the right to audit personnel records to confirm participation is in compliance and does hereby consent to an audit by MACoHCT in accordance with this provision and as otherwise set forth in the Agreement and Declaration of Trust Amended and Restated. Further, if Cascade County's participation does not meet the minimum eligibility requirements, participation in the Trust may be terminated by MACoHCT. See Section 7: Member Entity Responsibilities and Powers and Section 16: Membership Termination of the MACoHCT Agreement and Declaration of Trust Amended and Restated. Should Cascade County's participation be so terminated as set forth herein, such termination shall be without recourse as to Cascade County by CHCC.



### **MEDICAL PLAN OPTIONS**

As a Sub-Entity, CHCC participants are limited to selecting from the medical plan options as selected by Cascade County, in its wholly unfettered discretion, as the Member Entity. Additionally, CHCC shall fund employer contributions at the same level and rate as Cascade County does for its employees and elected officials.

CHCC acknowledges that the plans provided or made available under this Sub-Entity Agreement are limited to those currently in effect as of the effective date of this Sub-Entity Agreement and are hereinafter limited to those plans selected, without limitation, by Cascade County, in its unfettered discretion. Further, the benefits provided or made available under this Sub-Entity Agreement are subject to all terms and conditions of the MACoHCT Plan, including, without limitation, the provisions respecting the classes of employees eligible for such benefits, applicable waiting periods, the amount and types of benefits available, and the circumstances under which benefits are not available or may terminate.

CHCC shall be responsible for ensuring its participating employees complete all forms and releases as required by County and/or MACoHCT for participation in the MACoHCT Plan, including but not limited to MACo's Authorizations to Release Confidential Health and Claim Information form and all other County required forms and releases. CHCC shall indemnify and hold Cascade County harmless for CHCC employee failure to timely and properly complete such forms and releases as required.

### **ELIGIBILITY REQUIREMENTS**

CHCC participants shall meet all Eligibility Provisions of the MACoHCT Plan Description for eligibility requirements. For CHCC employees who become eligible for coverage after the Effective Date of this Sub-Entity Agreement, coverage will be in accordance with Cascade County's waiting period.

If a CHCC employee elects coverage, he or she may also elect coverage for eligible dependents. See Eligibility Provisions of the MACoHCT Plan Description for dependent eligibility requirements.

### **ELIGIBILITY GUIDELINES FOR INACTIVE PARTICIPANTS**

a. **Leave of Absence** See Temporary Layoff/Leave of Absence section of the MACoHCT Summary Plan Description for leave of absence eligibility requirements.

b. **Retirees** See Eligibility Provisions section of the MACoHCT Plan Description for retiree eligibility requirements.

c. **Surviving Dependents** See Termination of Coverage section of the MACoHCT Plan Description for surviving dependent eligibility requirements.

### **CONDITIONS FOR INDIVIDUALS DECLINING OR WAIVING COVERAGE**

See Eligibility Provision of the MACoHCT Plan Description for requirements and consequences of declining or waiving coverage.

### **TERM AND DURATION OF THE SUB-ENTITY AGREEMENT**

This Sub-Entity Agreement shall be effective on January 1, 2019 ("Effective Date"). The Sub-Entity Agreement shall commence on the Effective Date and shall continue until December 31, 2019 (the "Initial Participation Term"). Thereafter this Sub-Entity Agreement shall automatically renew for successive one-year periods until terminated as set forth below:



a. CHCC may elect to withdraw at the end of the Initial Participation Term by providing at least six (6) months advance written notice to Cascade County. If CHCC fails to provide at least six (6) months advance written notice prior to the end of the Initial Participation Period, CHCC may, at Cascade County's exclusive and unfettered option, be obligated to participate for the renewal year.

b. In the event that County's Member Entity status and participation in the MACoHCT Plan is cancelled or terminated, regardless of cause, County shall immediately notify CHCC and this Sub-Entity Agreement shall terminate in conjunction with the cessation of County's Member Entity participation in the MACoHCT Plan. Additionally, County may, in its sole discretion, terminate this Sub-Entity Agreement upon six (6) months advance written notice to CHCC. See Section 15: Membership Withdrawal and Section 16: Membership Termination of the MACoHCT Agreement and Declaration of Trust Amended and Restated.

c. Upon termination of this Sub-Entity Agreement, both Parties agree to take whatever actions are necessary to effect the termination of the CHCC's participation in MACoHCT Plan.

### **OTHER TERMS AND CONDITIONS**

1. To the extent CHCC's poor claims experience negatively impacts Cascade County's claims experience and renewal rates, County reserves the right to assess such rate increases to CHCC.
2. CHCC agrees to promptly provide Cascade County with a complete and accurate listing of its covered employees and their covered dependents and such additional information as is necessary for Cascade County to administer the MACoHCT Plan. CHCC acknowledges that MACoHCT Plan coverage rules dictate, inter alia, a minimum number of hours per week each participant must work or amount of unpaid leave each participant can take during participant's eligibility assessment/participant's plan year in order for such participant to maintain eligibility for coverage. CHCC represents to County that it understands the MACoHCT Plan eligibility requirements for its participants and shall timely notify Cascade County of any change in the status of employees or other individuals covered for benefits which might affect or in any way impact eligibility for coverage.
3. CHCC agrees to timely pay and immediately reimburse Cascade County for, as well as to indemnify and hold Cascade County harmless from any losses, claims, demands, taxes, penalties, fees or costs that may arise from CHCC's participation in the MACoHCT Plan or due to its failure to transmit timely information or payments to Cascade County, including but not limited to payment of all medical claims incurred by any CHCC participant for whom COBRA Continuation Coverage or other coverage eligibility is lost or denied due to a failure by CHCC to provide timely notification.
4. Additionally, in the event and to the extent that late claim or late notice filings attributable to CHCC occur and cause an adverse impact on customer rating for Cascade County, CHCC hereby agrees and consent to immediate payment of all related financial costs.
5. All communications, notices or correspondence by CHCC and Cascade County regarding this Sub-Entity Agreement shall be deemed sufficient if directed to the other party at the address set forth herein.
6. Unless otherwise provided for herein, any payments due from CHCC for the coverage of its employees and their dependents under this Sub-Entity Agreement shall be made directly to Cascade County. Cascade County's HR Director shall establish the deadline for payment of the monthly contribution and all other fees and costs due from CHCC under the terms of the Sub-Entity Agreement. In the event that CHCC fails to make such payment, interest at the rate of two (2%) percent in excess of the prime rate, per annum, on all amounts due and unpaid may be charged to CHCC. CHCC shall also pay the costs of



collection of such due and unpaid amounts, including but not limited to, reasonable attorney fees, court costs and other costs of collection.

7. CHCC grants to Cascade County and their authorized agents or representatives the right to examine during regular business hours the payroll lists and employee records of the CHCC as may be reasonably necessary for the determination or substantiation of the contribution rates or benefits provided by the MACoHCT Plan. The CHCC agrees to provide Cascade County and their authorized agents or representatives with all information requested in connection with the filing of all reports, returns or applications as necessary for Cascade County to remain in compliance with MACo's Agreement and Declaration of Trust Amended and Restated and all applicable laws and regulations.
8. If litigation is required to either obtain access to CHCC's records or to collect additional billings that result from the review of the records, all costs incurred by Cascade County in conducting the review shall be paid by CHCC and the CHCC shall pay any attorneys' fees and costs incurred by Cascade County.
9. The Parties hereto agree to: execute and deliver to each other such other documents, and do such other acts and things, all as the other party hereto may reasonably request to carry out the intent of this Sub-Entity Agreement.
10. The terms and provisions of this Sub-Entity Agreement may be modified or amended only by written agreement executed by the Parties hereto.
11. No waiver of any breach of this Sub-Entity Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Sub-Entity Agreement nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
12. In case any provision of this Sub-Entity Agreement is invalid or unenforceable, the validity and enforceability of the Sub-Entity Agreement's remaining provisions shall not in any way be affected or impaired.
13. This Sub-Entity Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns. However, this Sub-Entity Agreement shall not be assigned without the other party's prior written consent.
14. The CHCC shall protect, defend, indemnify, and hold harmless Cascade County from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or arising out of or in connection with CHCC's intentional or negligent acts and omissions in the performance of this Sub-Entity Agreement. Nothing herein shall be construed as an agreement by the CHCC to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction of the CHCC.
15. This Sub-Entity Agreement shall be covered by and construed under the laws of the State of Montana. Venue shall be in Cascade County, Montana over any dispute arising out of this Sub-Entity Agreement and the parties agree that all claims in respect of such dispute shall be determined in such court.



16. This Sub-Entity Agreement contains the entire understanding of the Parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Sub-Entity Agreement, which are not fully expressed herein or in the applicable Agreement and Declaration of Trust Amended and Restated as further outlined in the Paragraph titled **SUB-ENTITY BINDING COMMITMENT**.
17. The headings in this Sub-Entity Agreement are for convenience only and shall not be use to interpret or construe its provisions.
18. Nothing in this Sub-Entity Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the Parties. The Parties, by virtue of this Sub-Entity Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. There are no third-party beneficiaries to this Sub-Entity Agreement.

COMMUNITY HEALTH CARE CENTER, INC.

\_\_\_\_\_  
Trista Besich, CEO

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attest

On this \_\_\_ day of \_\_\_\_\_, 2018, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, Cascade County Commissioners.

\_\_\_\_\_  
RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**LEASE AGREEMENT**  
**BETWEEN**  
**CASCADE COUNTY**  
**AND**  
**HEALTHY MOTHERS HEALTHY BABIES**

THIS LEASE is made and effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CASCADE COUNTY (hereinafter referred to as "Lessor" or "County"), and HEALTHY MOTHERS HEALTHY BABIES (hereinafter referred to as "Lessee").

1. **DESCRIPTION OF PREMISES AND USES.** Lessor leases to Lessee Suite 1 of 1801 Benefis Court, Great Falls Montana 59404 known as the old MHIP space (hereinafter referred to as "Premises"). The Premises are more particularly described on the diagram attached hereto as Schedule A.

Additionally, the parties acknowledge that inclusive with the Premises, Lessee will have access to and utilization of the shared restroom which has access through the garage, a box in the lobby for mail. Such utilization is authorized hereunder with the concurrence of the Lessor and due to its limited use, such use is encompassed within the terms and conditions of this lease and does not give rise to additional rental or insurance obligations hereunder

2. **USE.** Lessee may only use the Premises for the operation of its endeavors to improve the health, safety, and well-being of Montana families by supporting mothers and babies, age zero to three, and all incidental uses thereto unless Lessor gives advance written consent to another use. Lessee shall not create a nuisance or use the Premises for any illegal purposes. Lessee acknowledges that neither Lessor nor Lessor's agents have made any representation or warranty as to the present or future suitability of the Premises for Lessee's intended use. The County retains the option to use the remaining space and surrounding real property for County and/or public usage at times.

3. **TERM AND POSSESSION.** The term of this Lease shall be six (6) months commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless sooner terminated pursuant to any provision contained herein, or upon mutual agreement of the parties. Lessee may renew this Lease for additional six (6) month terms subject to the mutual written agreement of the parties. If renewal is not sought by Lessee or or in the event the parties cannot agree upon terms of renewal, the lease shall terminate at the expiration of the initial six (6) month term set forth hereinabove..

4. **TERMINATION** During the lease agreement, the Lessee may terminate the agreement with 30 days' notice. The Lessor may terminate the agreement with at least 60 days' notice.



5. **ACCEPTANCE OF PREMISES.** Lessee accepts the Premises "**AS IS**" and in its present condition. Lessor has provided Lessee and/or Lessee's representatives with ample opportunities to examine the Premises to their satisfaction.

6. **RENT.**

- **Monthly Rent.** The annual lease fee under this Agreement shall be Two Hundred Fifty Dollars (\$250.00) per months and shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Lessee shall pay Lessor monthly rent on or before the tenth (10<sup>th</sup>) day of each month during the term of this Lease. The monthly rent will be paid in advance at the address specified for Lessor below without prior demand and without any abatement, deduction or setoff.
- **Late Charge.** All payments of rent called for hereunder or under the terms of any option are due and payable on the first day of each month. If said rental payments are not in the hands of Lessor on or before the 15<sup>th</sup> day of the month in which they are due, then, in that event, Lessee shall pay an additional late fee. Lessee shall pay an additional Fifty and no/100 Dollars (\$50.00) per day for each day after the 15<sup>th</sup> day of the month that the rent is late as the late fee, up to a maximum of \$500.
- **Hours of Operation.** The operational days/hours are restricted to Monday-Friday. Lessee may use the space on Saturdays if scheduled with the County a month in advance. This is to allow the County to maintain proper support (custodial, heat, etc).
- **Personal Property Taxes.** Before delinquency, Lessee shall pay taxes, if any, assessed during the term against trade fixtures or personal property placed by Lessee in the Premises.

7. **QUIET ENJOYMENT.** Lessee shall have the right at all times during the term of the lease to possess and use the Premises and to be free of nuisances that would interfere with those uses. Lessor shall ensure that all other occupants of the subject facility adhere to and comply with this provision.

8. **COMPLIANCE WITH LAWS.** Lessee and Lessor shall comply with all applicable laws, rules, regulations, ordinances and zoning, including laws:

- regarding the physical condition of the Facility and Premises, but as to Lessee, only to the extent the applicable laws pertain to the particular manner in which Lessee is allowed to use the Premises; and
- regarding the lawful use of the Facility and Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking and illegal business operations such as unlicensed gambling.

**9. USES PROHIBITED.** Lessee and Lessor agree that they shall not use or permit the Premises or Facility, respectively, or any parts thereof to be used for any unlawful or illegal purpose, including uses that are not in compliance with County's policies, rules and regulations. Any such unlawful or illegal use will be deemed a default of the terms of the Lease. Lessor will provide a copy of its policies, rules and regulations to Lessee prior to occupancy.

Neither Lessee or Lessor shall cause or permit the presence, use, disposal, storage, or release of any hazardous substance near or upon the Premises or elsewhere within the Facility. Neither Lessee or Lessor shall do or allow any of its employees, representatives, guests, or invitees to do anything affecting the Facility or Premises that is in violation of any environmental law or regulation. The parties shall indemnify and hold each other harmless from any and all liability under this clause associated with the other party's use of hazardous substances. The parties shall promptly give the other party written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the use or disposal of any hazardous substance or the alleged violation of any environmental law or regulation that such party has actual or implied knowledge of and shall take all necessary action as required by environmental laws and regulations to comply therewith. As used in this section, "hazardous substances" are those substances defined as toxic or those substances whose use or disposal is regulated in any fashion by federal, Montana State or Cascade County rule or relating to health or environmental protection. Any violation of this section by either party shall be considered as an event of default. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law.

**10. UTILITIES MAINTENANCE AND ACCESS.**

- a. **Utilities.** Lessor shall pay all reasonable costs associated with utilities, water, sewer, garbage disposal, electricity, and gas. Lessor shall be entitled to a pro-rata adjustment in the monthly lease amount paid to County in the event that Lessor experiences a loss in functional utilization of the Premises as described herein resulting from the quality, quantity, interruption, or failure of any such utilities or services. Lessee shall pay all costs associated with telephone services, internet services and/or any other utility used in or about the Premises.
- b. **Maintenance.** Lessee shall pay reasonable maintenance costs, including custodial services, to maintain the interior Premises in good condition, excluding the roof, permanent fixtures and structural parts, all of which shall be maintained by Lessor. Structural parts to be maintained by Lessor include, but is not limited to, the foundation, bearing, exterior walls, building systems (including electrical, heating, cooling, ventilation), and sub-flooring. . Lessor agrees to provide daily garbage removal Monday through Friday



Consistent with Lessee's maintenance responsibilities as set forth herein, Lessee shall act to minimize injury to persons and the leased Premises and shall take reasonable steps under the circumstances to notify Lessor of known maintenance issues which may exist.

If there is evidence of Lessee abuse or neglect involving maintenance or repair, Lessor will have the right, after providing reasonable written notice to Lessee, to perform undisputed maintenance and repairs and to charge Lessee for the reasonable cost of the maintenance and repairs. If there is evidence of Lessor abuse or neglect involving maintenance or repair to the Premises or Facility which negatively impacts Lessee's lease interest in the Premises, Lessee will have the right, after providing reasonable written notice to Lessor, to perform such maintenance and repairs and to off-set the costs of such maintenance and repairs from the monthly lease payment(s) until fully reimbursed for such costs. Alternatively, Lessee may declare Lessor in default of the Lease.

Each party shall keep all areas under their respective control in a sanitary and good condition, free of insects, rodents, vermin and other pests.

Lessee has inspected the Premises and accepts the same in its present condition, agreeing to maintain the Premises as set forth above, reasonable wear and tear excluded.

Lessor will maintain all common areas and exterior areas, to include sidewalks, parking lots and lawns.

- **Lessor's Access.** Lessee will provide County's representatives with reasonable access to the Premises when requested, for the purpose of inspecting said Premises and/or all major building systems and equipment or for the purposes of making reasonable repairs, alterations or additions to any portion of said Premises and/or major building systems and equipment which Lessor may see fit to make without any reduction or rebates of lease fee to Lessee for loss of occupancy or quiet enjoyment of the Premises thereby, unless such activity disrupts Lessee's utilization of the Premises for more than 4 hours. The County will have the right to retain a complete set of keys for use in emergencies. Such emergency access shall not include access to any private, confidential and/or HIPAA related information of Lessee or their Lessee's staff, clients, or others which may be located in the Premises.

11. **SURRENDERING THE PREMISES.** Upon the ending date or the date of the last extension term, if any, ends, whichever is later, Lessee shall surrender the Premises to Lessor in the same condition that the Premises were in on the beginning date except for:

- ordinary wear and tear;



- from any cause not required to be repaired or replaced by Lessee; and
- alterations as permitted by this Lease unless consent was conditioned on their removal.

Upon surrender, Lessee shall remove from the Premises Lessee's personal property, trade fixtures and any fixtures or improvements (including signs) whether installed by Lessee or at Lessee's request and paid for by Lessee. Lessee shall repair any damage to the Premises caused by the removal of said improvements, fixtures or personal property. Any personal property not removed by Lessee shall be considered abandoned. Lessor may dispose of abandoned items as Lessor chooses and bill Lessee for the cost of their disposal, minus any revenues received by Lessor for their disposal.

12. **SIGNAGE.** The parties acknowledge that the use of the Premises may require the use, erection or other construction of a sign. Any signs or advertising which is intended to be placed outside the interior walls of the Premises shall be approved, in advance, by Lessor. Lessee shall submit photographs or drawings to Lessor in sufficient detail to adequately demonstrate Lessee's request and Lessor shall approve or disapprove of the construction or erection of such signs at the sole discretion of Lessor. Any signage or advertising utilized within the Premises shall be tastefully done and shall not create an appearance which detracts from the general business atmosphere of the entire building. Any signage must conform to all state and local regulations. Upon surrender of the Premises, Lessee shall remove all signage. Lessee must repair any damage caused to the Premises by the removal of the sign(s).

13. **ALTERATION OF PRESENT STRUCTURE.** Lessee shall not have the right to make changes to the interior of the Premises without Lessor's written permission for changes, alterations and renovations prior to commencing work. Permission for improvements or remodeling shall be at the sole discretion of Lessor. Unless required to be removed by Lessor, all improvements, alterations and renovations affixed to the Premises shall remain with the Premises. Lessor agrees to Lessee installing cabinets which will be removed upon termination of the lease.

14. **INSPECTION OF PREMISES.** Lessee acknowledges that its representatives have had sufficient access to the Premises to conduct a full and complete inspection and investigation of the Premises which has been accomplished prior to the execution of this agreement. Accordingly, Lessee accepts the Premises on an "AS IS" condition and acknowledges that Lessor has not warranted the Premises. Lessor represents to Lessee that, to the best of its knowledge, there are no latent defects in the plumbing, electrical or structural components of the Premises.

15. **WASTE AND NUISANCE PROHIBITED.** During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not

commit, or suffer to be committed, any waste on the Premises or any nuisance. At the end of this Lease, Lessee shall return the Premises in "broom-clean" condition free from any damage excepting only reasonable wear and tear.

16. **ABANDONMENT OF PREMISES.** Lessee shall not vacate or abandon the Premises at any time during the term of this agreement. If Lessee shall abandon, vacate or surrender the Premises, or be dispossessed by process or law, or otherwise, any personal property belonging to Lessee and left on the Premises shall, at the option of Lessor, be deemed to be abandoned.

17. **NOTICES.** All notices, demands or other writings required or permitted to be given hereunder shall be given in writing and may be accomplished by personal delivery, or by mail, and, if given by mail, shall be deemed sufficiently given if sent by registered or certified mail and addressed as follows:

To Lessor: Health Mothers Healthy Babies  
Debbie McClary, Executive Director  
P.O. Box 2085  
Great Falls, Montana 59403  
hmhb@gfps.k12.mt.us

To Lessee:	Cascade County Aging Services 1801 Benefis Court Great Falls, MT 59404	Cascade County Attorney Civil Division 121 4 <sup>th</sup> Street N, Ste 2A Great Falls, MT 59401
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The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

18. **INSURANCE.**

- a. **Insurance Coverage of Premises.** Lessor shall maintain insurance for damage or destruction of the Premises with fire and extended coverage at replacement value for all County owned improvements and equipment.

Lessee may also obtain such renter's insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as Lessee deems appropriate. Any such insurance obtained shall be at the sole and exclusive expense of Lessee.

- b. **Additional Insurance.** Lessee shall, at Lessee's sole expense, maintain in effect at all times during the term insurance coverage with limits not less than those set forth below:



- Workers' Compensation Insurance, minimum limit as defined by statute and as same may be amended from time to time;
- Commercial General Liability, Bodily Injury/Property Damage Insurance, minimum limit of not less than One million and no/100 Dollars (\$1,000,000.00) per occurrence/Two million Dollars (\$2,000,000) aggregate.
- Lessee shall make Lessor an additional insured under the terms of said policy and shall provide proof of such coverage upon demand by Lessor.

c. **Insurance Criteria.** Insurance policies required by this Lease shall:

- (1) be reviewed by Lessee periodically to determine the extent to which the amount of coverage should be increased to adequately reflect the same level of coverage that existed at the beginning date.
- (2) name Lessor party as an additional insured as its interest may appear;
- (3) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless fifteen (15) days' advance notice is given to Lessor;
- (4) be primary policies--not as contributing with, or in excess of, the coverage that the other party may carry;
- (5) be permitted to be carried through a "blanket policy" or "umbrella" coverage; and
- (6) be maintained during the entire term and any extension term.

d. **Evidence of Insurance.** Lessee shall provide Lessor with a copy of its certificates of insurance confirming coverage on an annual basis. The certificate shall specify the amount, types of coverage, the waiver of subrogation and the insurance criteria listed in above. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If Lessee fails to give the required certificate within thirty (30) days after notice of demand for it, Lessor may obtain and pay for that insurance and receive reimbursement from Lessee. Lessor acknowledges that it has reviewed the MAC0/JPIA Certificate of Insurance, and accepts the coverage provided therein in satisfaction of this paragraph 17.

19. **INDEMNIFICATION OF LESSOR.** Except as set forth herein, Lessor shall not be liable for any loss, injury, death or damage to persons or property which at the time may be suffered or sustained by Lessee or Lessee's employees or agents or by any persons whosoever may at any time be using the Premises or occupying or visiting the Premises or be in, on, or about the same, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever, including attorneys' fees and costs, on account of any such loss, injury, death or damage caused in whole or in part by the negligence or willful misconduct of Lessee, it agent, employees or invitees,. Lessee shall also indemnify and



hold Lessor harmless from any penalty, damage or change imposed for any violation of any laws, ordinance or regulation, whether occasioned by negligence, or willful acts of Lessee, or any person on said Premises. Notwithstanding this provision, Lessee shall not indemnify or hold Lessor harmless from Lessor's negligent acts or omissions. This provision shall not act to limit the insurance coverage that has been or may be obtained Lessee.

20. **INDEMNIFICATION OF LESSEE.** Lessor indemnifies, defends and holds Lessee harmless from claims for personal injury, death or property damage from incidents occurring in or about the Premises or building which are caused by the negligent or willful misconduct of Lessor, its agents, employees or invitees to the extent the same is not covered by insurance. Notwithstanding this provision, Lessor shall not indemnify or hold Lessee harmless from Lessee's negligent acts or omissions.

When the claim is caused by the joint negligence or willful misconduct of Lessor and Lessee, Lessor's duty to defend, indemnify and hold Lessee harmless shall be in proportion to Lessor's allocable share of the joint negligence or willful misconduct.

21. **DEFAULT AND REMEDIES.**

- a. Each of the following events shall be a default and a breach of this Lease:
  - Lessee's abandonment or surrender of the Premises, or of the leasehold estate, or failure or refusal to pay when due, any installment of rent or any other sum or deposit required to be paid by Lessee, or to perform as required, any other covenant or condition of this Lease.
  - the subjection of any right or interest of Lessee to attachment, execution or other levy, or to seizure under legal process;
  - the appointment of a receiver to take possession of the Premises, or of Lessee's interest in the leasehold estate, or of Lessee's operations on the Premises for any reason including, but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, unless the appointment or proceeding and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after appointment, filing or other initial event;
  - an assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) day after the assignment, filing or other initial event; and

- any violation of any laws, rules, ordinances or regulations of the State of Montana and/or County of Cascade in the use and operation of Lessee's programs or the Premises.
- any violation of any laws, rules, ordinances or regulations of the State of Montana and/or County of Cascade in the use and operation of the Facility by Lessor.
- Notwithstanding any contrary provisions in this Lease between Lessor and Lessee pertaining to the property herein described, it is agreed:
- the word "default" in this Lease includes breach;

b. Curing any default shall require the payment by the non-defaulting party of all fees and costs incurred in preparation of said notice, as well as late fees if the default is due to non-payment of the lease fee; and

- after expiration of the applicable time for curing a particular default, or before the expiration of that time, in the event of emergency, the non-defaulting party, at their election, make any payment required under this Lease, or perform or comply with any covenant or condition imposed on the other party under this Lease, and the amount so paid, plus the reasonable cost of any such performance or compliance, plus interest on such sum at the rate of ten percent (10%) shall be deemed to be payable to the paying party at the time the next succeeding lease installment is due. No such act shall constitute a waiver of default or render the non-defaulting party liable for any loss or damage resulting from any such act.
- In the event that any default or breach shall continue for more than thirty (30) days after notice of such other default shall have been given to the non-defaulting party, then the non-defaulting party, besides other rights or remedies it may have, shall have the immediate right to terminate this Lease.
- On termination, Lessee may recover from Lessor all damages proximately resulting from the breach, including the cost of relocating to another locale and any rental costs assessed in its new locale in excess of Lessee's obligations for the remainder of the Lease term, which sum shall be immediately due Lessee by Lessor within thirty (30) days of the date of Lessee's invoice to Lessor

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such



covenant or conditions, nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof. Lessor's acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof, shall not be construed as a waiver of such default or of Lessor's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder an acceptance by Lessor of rental during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rights or remedies as Lessor may have, shall not be construed as a waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default. Conversely, Lessee's payment of rent to Lessee at any time when Lessor is in default under any covenant or condition hereof, shall not be construed as a waiver of such default or of Lessee's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Lessee to Lessor be taken as an estoppel against Lessee, it being expressly understood that if at any time Lessor shall be in default in any of its covenants or conditions hereunder payment by Lessee of rental during the continuance of such default or the failure on the part of Lessee promptly to avail itself of such other rights or remedies as Lessee may have, shall not be construed as a waiver of such default, but Lessee may at any time thereafter, if such default continues, terminate this Lease on account of such default.

The rights and remedies given to the parties by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which the parties might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy. Both Lessor or Lessee reserve the right to terminate this Lease Agreement upon breach of any material provision of this Agreement after notice and opportunity to cure.

22. **DAMAGES.** If more than forty percent (40%) of the space is damaged, Lessor may cancel the Lease. To cancel, Lessor must give notice to Lessee within thirty (30) days. The notice must specify the cancellation date, which shall be at least thirty (30) days but not more than sixty (60) days after the date notice is given. If either party cancels this Lease as permitted in this section, then this Lease shall end on the day specified in the cancellation notice. The rent and additional rent and other charges shall be payable up to the cancellation date subject to any abatement.

23. **RULES.** Lessor may adopt rules, and Lessee, Lessee's employees and invitees, upon thirty (30) days advance notice, shall comply with rules which:

- a. are for the safety, care, order and cleanliness of the Premises;
- b. do not unreasonably and materially interfere with Lessee's conduct of Lessee's programs or Lessee's use and enjoyment of the Premises; and



- c. do not require payment of additional monies to Lessor.
- d. If a rule issued under paragraph 24 (a) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

24. **SURRENDER**. Upon the expiration, eviction or other termination of this Lease, Lessee shall quit and surrender to Lessor the Premises "broom-clean", in good order and condition, ordinary wear and damage by elements excepted.

25. **PARTIES BOUND**. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder to the extent of their guarantees.

26. **CONFLICTS OF LAW**. This Lease shall be governed and construed pursuant to the laws of the State of Montana.

27. **SEPARABILITY**. If any provision of this Lease shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

28. **ATTORNEY FEES AND COSTS**. In the event of any action to enforce the terms of this Agreement, to recover rent due hereunder or the unlawful detainer of the Premises, the parties shall bear their own costs and attorney's fees.

29. **WAIVER**. No waiver by any party of any provision of this Lease shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

30. **HOLDING OVER**. If Lessee remains in possession of the Premises, or any part thereof after the expiration of the term hereof, or any agreed upon extension, without the express written consent of Lessor, such occupancy shall be a tenancy from month-to-month at a rental in an amount of 1.5 times the last monthly rent plus all other applicable charges payable hereunder, and upon the terms hereof applicable to a month-to-month tenancy.

31. **TIME IS OF THE ESSENCE**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

32. **HEADINGS**. The paragraph captions contained in this Lease are for convenience only and shall not be considered as construing or interpreting any provision hereof.

33. This Lease is and shall be deemed jointly drafted and written by all parties to it as each party has had a chance to have this Lease reviewed by counsel and shall not be

construed or interpreted against the party originating or preparing it. All parties have participated in the preparation of this Lease and in resolving any ambiguities and agree that there shall be no presumption that the provisions of this Lease are to be construed against the drafting party.

34. In the event any provision of this Lease, part thereof, or the application of such provision to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part hereof.

35. The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

36. The relationship of the parties hereto is strictly that of Lessee and Lessor. Lessor has no ownership in Lessee's enterprise and there is no joint venture or partnership. Further neither party to this Lease has, will have, or will represent that it has any agency authority for the other.

37. By signing this Lease, each of the undersigned individually warrants and represents as follows:

- a. That they have the authority to execute this Lease for and on behalf of the party or entity on whose behalf they are signing;
- b. That they have the ability to bind the party or entity on whose behalf they are signing;
- c. That they are a duly authorized agent of the party or entity on whose behalf they are signing for the purposes of executing this Lease; and
- d. That this Lease and each and every part hereof has been properly and effectively approved by the party or entity on whose behalf they are signing.



CONTRACT  
18-215

LESSOR:

HEALTHY MOTHERS HEALTHY BABIES

\_\_\_\_\_  
Debbie McClary, Executive Director

STATE OF MONTANA     )  
                                      :SS  
County of CASCADE     )

This instrument was signed or acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2019 by \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)  
**LESSEE:**

**Cascade County:**

BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jane Weber, Chairman

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

**Attest**

On this \_\_\_\_ day of \_\_\_\_\_ 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore  
Cascade County Clerk and Recorder



\* APPROVED AS TO FORM:

Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.